

COT Contract No. 0366-95
A. G. Contract No. KR95 0377TRN
ADOT ECS File: JPA 95-33
Project: STP-900-0(102)/H3891 03X
Section: FY95 Urban Form Program

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON

THIS AGREEMENT is entered into 3 MAY, 1995,
pursuant to Arizona Revised Statutes Section 11-952 through
11-954 as amended, between the STATE OF, acting by and through
its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF
TUCSON, acting by and through its MAYOR and CITY COUNCIL (the
"City").

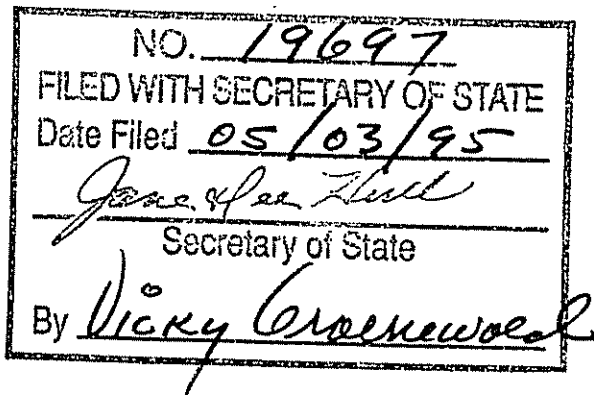
I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of the ADOT.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. The Federal Intermodal Surface Transportation
Efficiency Act of 1991 has made funds available to the State
for the use of the City for to integrate transportation, land
use and air quality planning, by guiding future land uses along
major transportation corridors. The State and the City desire
to define their respective responsibilities relating to the
transfer of up to \$47,150.00 thru the State to the City and the
expenditure thereof.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE

1. The State will:

Provide the City federal STP funds in the amount of up to \$47,150.00, on a monthly cost reimbursement basis for activities performed relating to the Urban Form program.

2. The City will:

a. Apply funding to project work activities in strict accordance with applicable Federal and State laws, rules and regulations.

b. Issue requests for proposals, and hire consultants as necessary to perform required project related work activities, generally in accordance with Attachment A, which is incorporated herein and made a part hereof. Be responsible for any consultant claims for extra compensation.

c. Provide the required \$2,850.00 match in funds or in-kind services, and invoice ADOT for reimbursement no more often than monthly, supported by narrative reports, in a total amount not to exceed \$47,150.00.

III. MISCELLANEOUS PROVISIONS

1. The primary interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the City by reason of State and Federal law under which funds for the activities are authorized to be expended.

2. This agreement shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the State.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Tucson
City Manager
PO Box 27210
Tucson, AZ 85726-7210

9. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

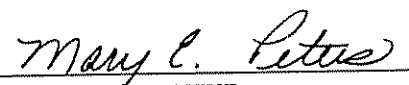
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON

STATE OF ARIZONA

Department of Transportation

By 
GEORGE MILLER
Mayor

By 
LARRY S. BONINE
Director

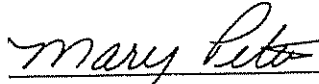
ATTEST

By 
KATHLEEN S. DETRICK
City Clerk

RESOLUTION

BE IT RESOLVED on this 13th day of February 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through Transportation Planning, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for the transfer of funds to the City to conduct the FY95 Urban Form Program.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the undersigned.

A handwritten signature in cursive script, appearing to read "Mary Peto", is written over a horizontal line.

for LARRY S. BONINE
Director

ADOPTED BY THE
MAYOR AND COUNCIL

APR 03 1995

RESOLUTION NO. 16866

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF DEFINING RESPONSIBILITIES FOR THE TRANSFER OF FUNDS FROM THE FEDERAL INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991 TO THE CITY OF TUCSON TO CONDUCT THE FY95 URBAN FORM PROGRAM.

SECTION 1. The Intergovernmental Agreement with the Arizona Department of Transportation for the purpose of defining responsibilities for the transfer of funds from the Federal Intermodal Surface Transportation Efficiency Act of 1991 to the City of Tucson to construct the FY95 Urban Form Program, attached hereto as Exhibit A, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Intergovernmental Agreement for and on behalf of the City of Tucson and the City Clerk is directed to attest the same.

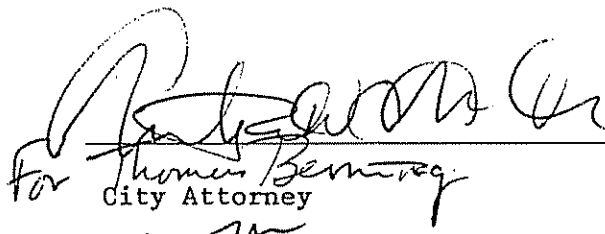
SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.


SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this

APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 16th day of March, 1995.



for Thomas Bernier
City Attorney


Tucson Department of Transportation
Benny J. Young

CATEGORY 600 - Transportation

SUBCATEGORY 602 - Short Range Transportation Planning

Work Element: 602.14

Urban Form Program

Objectives:

Promote infill development by improving public understanding of land use regulations and processes, leading to an urban form that reduces travel demand and promotes the use of alternative modes.

Products:

1.

Graphic illustrations (drawings, perspectives, diagrams, development scenarios) depicting the application of City of Tucson regulations. Illustrations will be inserted into the legal text of the zoning code and/or incorporated into development standards. The output from this project will be transferable to other PAG jurisdictions and encourage an efficient and enhanced urban form that fosters reduced travel demand and promotes the use of alternative modes. As described in the Regional Vision for Eastern Pima County, this product will "reduce dependence on the automobile and further the overall air quality goals of the region" by "project(ing) a view of desired development patterns and characteristics."

Anticipated Impact:

This project will provide illustrated guidelines and standards for future private and public development promoting infill development and leading to reduced travel demand. Graphic illustrations will supplement written regulations to enhance understanding of the purpose for and anticipated results from development requirements. Illustrations will present visual examples of mixed-use and clustered land uses, access and connections to and between developments, and urban design elements such as streetscape amenities to encourage use of alternate modes.

Tasks:

A.

Research other communities and professional agencies for examples of visualization-based regulatory codes.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-0377-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 25th day of April, 1995.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8737G/6